

**DECISION**

**THE COMPTROLLER GENERAL  
OF THE UNITED STATES**  
WASHINGTON, D. C. 20548

61010  
98415

FILE:

DATE: JUN 21 1976

B-185095

MATTER OF:

**C. Burton Winkle - Claim for temporary quarters allowance**

DIGEST:

Employee signed 6-month lease and moved his household effects into apartment at new duty station incident to transfer. He remained in apartment for 11 months before leaving duty station, and he argues that travel and uncertainty whether he would remain at duty station delayed his purchasing house. Claim for temporary quarters allowance after date he moved into apartment is denied since employee's intention in future to purchase house is too indefinite to support conclusion that quarters were temporary.

This action is in response to the request for an advance decision from Mr. J. L. Leuchs, an authorized certifying officer of the National Park Service, United States Department of the Interior, reference W-113 (NPS/OAF), regarding payment of the voucher of Mr. C. Burton Winkle, an employee of the National Park Service, representing a part of the employee's temporary quarters allowance which was disallowed by the administrative office.

The record indicates that Mr. Winkle was transferred from Duluth, Minnesota, to Denver, Colorado, and that he arrived at this new duty station on January 18, 1974. Mr. Winkle stayed in a motel until February 1, 1974, when he moved into an apartment for which he signed a 6-month lease. He then moved his household goods into the apartment on February 7, 1974, and he remained in that apartment until January 1, 1975, when he went on a temporary duty assignment and then transferred to another duty station effective April 13, 1975. The administrative office allowed Mr. Winkle temporary quarters allowance for the period January 10-31, 1974, but denied reimbursement for the period after February 1, 1974, on the ground that the apartment became Mr. Winkle's permanent quarters. The administrative office cited a decision of this Office, B-181022, November 4, 1974, as support for their determination.

Mr. Winkle argues that his intent was clear that the apartment would constitute his temporary quarters and that he would relocate into permanent quarters "as soon as it was reasonable to do so." He states that evidence of his intentions included his desire to reduce housing and storage costs which would result in a savings

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to the Government, his notice to the apartment manager at the end of his lease that he intended to leave (although he remained on a month-to-month basis 4 more months), his discussions with a real estate firm in November 1974 about purchasing a house, and his request in December 1974 for a 1-year extension for claiming real estate expenses on the purchase of a new residence which was denied. Mr. Winkle argues that he delayed buying a house at his new duty station because of a "high amount of travel" during his initial duty assignments at Denver, the fact that he applied for a position outside the Denver region in May 1974 (he was notified of his nonselection October 1, 1974), the possibility that his position in Denver might be eliminated (mentioned in November 1974), and a temporary duty assignment during January 1975. Mr. Winkle concludes that his situation was unlike that of other employees due to the possibility of travel and the uncertainty whether he would remain at his present position and duty station.

The term "temporary quarters" is not defined in either the applicable statute, 5 U. S. C. § 5724a (1970), or the implementing regulations, Federal Travel Regulations (FPMR 101-7) (May 1973), and our Office has held that the determination as to what constitutes temporary quarters must be based on the facts in each case. B-183829, January 2, 1976; and B-182167, February 4, 1975. In determining whether the quarters occupied are temporary in nature, we have considered such factors as the duration of a lease, the movement of household effects into the quarters, the type of quarters, any expressions of intent, attempts to secure a permanent dwelling, and the period of residence in the quarters by the employee. See B-183829, supra, and cases cited therein.

In the present case Mr. Winkle signed a 6-month lease on the apartment, moved in his household goods, and remained in that apartment the entire 11 months he was in Denver. Although he engaged in some travel and applied for another position outside Denver in May 1974, Mr. Winkle appears to have had an opportunity to secure permanent quarters prior to November 1974 when evidence of such efforts first appears. On the basis of record before us, we believe that Mr. Winkle's intention at some time in the future to purchase a house is too indefinite to support a conclusion that the quarters occupied were in fact temporary. B-181022, supra; B-179870, September 26, 1974; B-173326, October 27, 1971; and B-172228, April 28, 1971.

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Accordingly, the voucher may not be certified for payment.

R. F. Keller

Deputy Comptroller General  
of the United States